

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
McALLEN DIVISION

JOANN GAMA,
Plaintiff,

v.

IDEA PUBLIC SCHOOLS
Defendants.

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Civil Action No. 7:22-cv-398

JURY DEMANDED

PLAINTIFF, JOANN GAMA'S ANSWER TO
DEFENDANT, IDEA PUBLIC SCHOOLS' COUNTERCLAIM AGAINST PLAINTIFF

COMES NOW, Plaintiff, JOANN GAMA (hereafter "Gama") filing her Answer to "Defendant's First Amended Answer, Affirmative Defenses, and Counterclaims to Plaintiff's First Amended Complaint" (DOC. 26) filed by Defendant, IDEA Public Schools (hereafter "IDEA"), and would respectfully show this Court as follows:

GAMA'S RESPONSES TO IDEA'S ALLEGATIONS

1. IDEA's "Counterclaims" are contained in pages 20 to 23 of "Defendant's First Amended Answer, Affirmative Defenses, and Counterclaims to Plaintiff's First Amended Complaint." DOC. 26.
2. Gama admits that the Court has supplemental jurisdiction, under 28 U.S.C. §1367, over IDEA's "counterclaims," as alleged in DOC 26, p.20, ¶3.
3. Gama denies that IDEA's "counterclaims" are related to Gama's failure during her employment at IDEA and all other allegations contained in DOC 26, p.20, ¶4.
4. Gama admits that venue for IDEA's "counterclaims" is proper in this District, under 28 U.S.C. §1391(b)(3), as alleged in DOC 26, p.20, ¶5.
5. Gama is not required to respond to IDEA's recitation of the law contained in DOC 26, p.20-1, ¶6.
6. Gama denies that she became the Superintendent/CEO of IDEA on July 1, 2020 pursuant to a contract of employment (hereafter the "Contract"), as alleged in DOC 26, p.21, ¶7.
7. Gama admits that the Contract imposes upon her the duty to "comply with all lawful Board directives, applicable State and Federal law, the School's charter, and School policy, rules, and regulations, as they presently exist or may hereafter be amended" but is unable to admit or

deny being under the duties to comply with the “other specific duties under Texas law” because they are not described in DOC 26, p.21, ¶8.

8. Gama admits that DOC 26, p.21, ¶9 correctly quotes a portion of Section 2.1.2 of the Contract.

9. Gama admits that DOC 26, p.21, ¶10 correctly quotes Section 2.4 of the Contract.

10. Gama is not required to respond to IDEA’s recitation of the law contained in DOC 26, p.21-2, ¶¶11 and 12.

11. Gama denies the allegation contained in DOC 26, p.22, ¶13.

12. Gama denies the allegations contained in DOC 26, p.22-3, ¶¶14 to 16.

13. Gama denies allegations contained in DOC 26, p.23, ¶17.

14. Gama denies that IDEA is entitled to attorney fees under Tex. Civ. Prac. & Rem. C. §38.001, as alleged in DOC 26, p.22, ¶13.

AFFIRMATIVE DEFENSES

15. Subject to the foregoing, and without admitting liability or assuming any burden of proof on IDEA’S allegations, Gama asserts the affirmative defense that termination of the Contract was IDEA’s exclusive remedy for Gama’s alleged breach.

16. Subject to the foregoing, and without admitting liability or assuming any burden of proof on IDEA’S allegations, Gama asserts the affirmative defense that plaintiffs’ claims are barred by the statute of limitations.

17. Subject to the foregoing, and without admitting liability or assuming any burden of proof on IDEA’S allegations, Gama asserts the affirmative defense that her alleged conduct does not constitute a material breach of the Contract.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, JOANN GAMA, prays that Defendant, IDEA PUBLIC SCHOOLS take nothing by its “counterclaims” and that she be awarded all reasonable and necessary attorney’s fees, court costs and expenses in regards to the present suit in litigation, and any and all other general relief or specific relief to which she proves herself entitled.

Respectfully submitted,

By: /s/ David Willis
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OF COUNSEL
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ATTORNEY IN CHARGE FOR
Plaintiff, JOANN GAMA.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been forwarded to each attorney-in-charge, via the Electronic Case Filing System (“ECF”), in accordance with the Federal Rules of Civil Procedure, on December 29, 2023.

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